

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

UNIQUE DEVELOPMENT GROUP, LLC, §
§
Plaintiff, §
§
v. § CIVIL ACTION NO. 18-cv-04542
§
NORMANDY CAPITAL TRUST AND §
COHEN FINANCIAL, §
§
Defendants. §

DEFENDANTS' ANSWER

Defendants Normandy Capital Trust and Cohen Financial file this Original Answer to Plaintiff's First Amended Complaint filed herein on February 6, 2019 ("Petition"), by Unique Development Group, LLC ("Unique"), and in support hereof respectfully shows the Court as follows:

ANSWER

1. Defendants admit the allegations contained in Paragraphs 1-5.

2. With respect to the allegations contained in Paragraph 6, Defendants admit that: Plaintiff entered into a mortgage agreement regarding the specific real property; Plaintiff and Defendants began negotiations regarding the mortgage agreement; Plaintiff transferred \$100,000.00; and Defendants received \$100,000.00. Defendants deny the remaining allegations contained within Paragraph 6.

3. With respect to the allegations contained in Paragraph 7, Defendants admit that: Plaintiff notified Defendants that \$290,000.00 was available to transfer. Defendants deny the remaining allegations contained within Paragraph 7.

4. Defendants admit the allegations contained in Paragraph 8.
5. Paragraphs 9 - 22 contain either legal conclusions or no factual allegations to which no response is required.

AFFIRMATIVE DEFENSES

6. Plaintiff's claims fail, in whole or in part, because they do not state a claim upon which relief may be granted.
7. Defendants assert that Plaintiff has breached the terms of the Loan.
8. Plaintiff's claims are barred, in whole or in part, for failure to perform conditions precedent, including, but not limited to, paying the loan as agreed, tendering the amount of the debt and/or purchase price, and/or providing the mortgagee with good and sufficient notice of its requests, claims and/or demands.
9. Plaintiff's claims are barred, in whole or in part, because Plaintiff has unclean hands.
10. Plaintiff's damages, if any, were caused or contributed to by Plaintiff's prior breach of contract.
11. Plaintiff's claims are barred, in whole or in part, because any wrongful act or omission alleged to have been committed by Defendants were a good faith result of a bona fide error.
12. Defendants are entitled to an offset against any damages to be awarded to Plaintiff for, among other things, the amounts owed by Plaintiff under the loan agreement, for the use and occupation of the subject property, and attorneys' fees incurred by Defendants in this suit.
13. Any alleged wrongful acts or omissions of Defendants, if and to the extent such acts and omissions occurred, were legally excused or justified.

14. Plaintiff's claims are barred, in whole or in part, by the statute of frauds.
15. Plaintiff's claims are barred, in whole or in part, by the economic loss doctrine.
16. Plaintiff's claims are barred, in whole or in part, due to the occurrence of a mutual mistake.
17. Plaintiff's claims are barred, in whole or in part, as there was not a meeting of the minds.

ATTORNEYS' FEES

18. Defendants are entitled to recover attorneys' fees pursuant to any statute or rules invoked by either party and the underlying note and deed of trust at issue, which entitles Defendants, to recover attorneys' fees and costs of court for defending the claims asserted by Plaintiff.

PRAYER

WHEREFORE, Defendants Normandy Capital Trust and Cohen Financial pray the Amended Complaint be, in all things, denied, the Court to dismiss Unique Development Group, LLC's claims or render a take-nothing judgment against it, and for all other relief Court deems appropriate.

Respectfully Submitted,
MCCARTHY & HOLTHUS, LLP

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**ATTORNEYS FOR DEFENDANTS NORMANDY
CAPITAL TRUST AND COHEN FINANCIAL**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on the following parties in interest via the indicated methods on this 23rd day of October, 2019.

Via CM/ECF

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